

PANOSCAPE MASTER CUSTOMER AGREEMENT

This PanoScape Master Customer Agreement, including all attachments and exhibits, and documents referenced herein, all of which are incorporated herein by this reference (collectively, the “**Agreement**”), is entered into as of _____ (“**Effective Date**”), by and between PanoScape Holdings LLC, a Delaware limited liability company, having an address at _____ (“**PanoScape**”), and _____, a _____, having an address at _____ (“**Customer**”).

1 DEFINITIONS.

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

1.1 “**Affiliate(s)**” with respect to a party means an entity that, directly or indirectly, owns, is owned by or is under common ownership with a party. As used herein, “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of such entity.

1.2 “**Authorized User(s)**” means any employee of Customer who is registered in the SaaS Service to use PanoScape’s SaaS Service in connection with use of the Products, as set forth herein.

1.3 “**Content**” means collectively, the Customer Content, PanoScape Content and Third Party Content.

1.4 “**Customer Content**” means data, including text, sound, video or image files that Customer provides to PanoScape or that’s provided on Customer’s behalf to PanoScape through Customer’s use of PanoScape, or that is uploaded or entered by Customer into the SaaS Service, including Authorized User information but excluding PanoScape Content and Third Party Content.

1.5 “**Documentation**” means the documentation published by PanoScape in connection with the Products and Services.

1.6 “**End User Data**” means any and all data that is provided by (or collected with respect to) third party individuals or entities interacting with the PanoScape Services.

1.7 “**Intellectual Property Rights**” means all worldwide common law or statutory: (a) patents, patent applications, and patent rights; (b) rights associated with original works, authorship, moral rights, copyrights and all its exclusive rights; (c) rights relating to the protection of trade secrets and confidential information; (d) rights associated with designs, industrial designs, and semiconductor design; (e) rights analogous to those set forth above and any and all other industrial or intellectual property rights; (f) copyrights; and (g) registrations, divisional, continuations, continuations-in-part, renewals, reissues, reexaminations, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired and (h) worldwide common law or statutory rights related to the possession, use or exploitation of signs, trademarks, service marks, trade dress and related goodwill (“**Trademarks**”).

1.8 “**Order Form(s)**” or “**Sales Order**” means an ordering document provided by PanoScape pursuant to which Customer, acting on Customer’s behalf, purchases Products, Subscriptions and/or Services under this Agreement.

1.9 “**Output**” means any and all data, reports, analytics, performance metrics or other output of the Services that PanoScape may, at its discretion, integrate into the Services and/or make available to Customer, such availability to be subject to additional terms and/or fees.

1.10 “**PanoScape Content**” means all data and content created or displayed through the Services or provided by PanoScape as well any data and information collected by or through use of the Services

or related to or arising from the Services including, but not limited to, advertisements for a PanoScape product or service or a PanoScape registration form.

1.11 “**Product(s)**” means the hardware including any monitor, mobile walls, CPU, glass overlay, frame, mount, cables, peripherals, UPS battery backup or other hardware provided to Customer pursuant to an applicable Order Form as part of the Services, whether provided directly from PanoScape or a third-party.

1.12 “**Purchase Order(s)**” or “**PO(s)**” means a purchase order issued by Customer for the purpose of purchasing Products, a Subscription and/or Services, which (i) references the number of an applicable Order Form provided to Customer by PanoScape, and (ii) clearly states the purchase order is subject to the terms and conditions of this Agreement.

1.13 “**SaaS Service**” means PanoScape’s software-as-a-service platform currently generally commercially available under the tradename “PanoScape” which supports serving PanoScape Content and Customer Content, and as applicable, Third Party Content, to the PanoScape Products, as set forth herein.

1.14 “**Services**” means the SaaS Service, the PanoScape Content, the Products, End User Data, Support Services, as applicable, and related Documentation for use with and providing control of PanoScape Products, as set forth herein and all updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing.

1.15 “**Site(s)**” means a location or property where the Products will be placed and applicable portions of the Services and the Content will be made available to customers of Customer or the public (“**End User(s)**”). Each Site may, but not necessarily, correspond generally to a particular geographic location.

1.16 “**Subscription(s)**” means Customer’s right, for a fixed period of time, to possess, use and/or access the Services in connection with the Products and to receive associated Support Services, in each case, as set forth in the applicable Sales Order.

1.17 “**Subscription Term**” means the period of time for which a Subscription is valid, starting on the start date set forth in the Order Form, as further described in this Agreement.

1.18 “**Support Services**” means support services for an applicable Product, if any, and the SaaS Service, that are included in a Subscription, as more fully described in the applicable Support Services attached hereto as Exhibit A.

1.19 “**Third Party Content**” means content provided by PanoScape or Customer, as the case may be, that is displayed by PanoScape through the SaaS Service from a third party, for example, advertisements for a third-party product or service or a third-party registration form.

2 PRODUCTS AND SERVICES; SUBSCRIPTIONS.

2.1 Agreement Scope.

2.1.1 This Agreement is a master agreement that includes terms and conditions applicable to the purchase of specific Subscriptions, Products and/or Services. The terms and conditions contained herein shall apply to all sales made by PanoScape or its Affiliates to Customer, and to all Purchase Orders submitted by Customer for the Products and/or Services. These terms and conditions of this Agreement may in some instances conflict with the terms and conditions affixed to Purchase Orders or other procurement documents issued by Customer or oral and written exchanges between the parties. In all such cases, except if included in written terms signed by both parties, the terms and conditions of this Agreement shall govern and prevail, and all terms and conditions of any Customer Purchase Order (including any online or clickthrough terms) shall automatically be null and void, and of no force or effect, whether or not agreed to or accepted by PanoScape. Any changes in the terms and conditions of any sale covered by this Agreement must specifically be agreed to in writing by a corporate officer of PanoScape before becoming binding on either party.

2.1.2 **If any of Customer's purchases were made through an authorized reseller of PanoScape ("Reseller"), the following terms shall apply: (A) Customer will pay any owed amounts to the Reseller, as agreed between Customer and the Reseller and Customer agrees that PanoScape may suspend or terminate use of the Services if PanoScape does not receive payment from the Reseller; (B) Reseller may not modify this Agreement and only this Agreement governs PanoScape's obligations to Customer; (C) The amounts paid by the Reseller to PanoScape for Customer's use of the Services under this Agreement will be deemed the amount actually paid under this Agreement for purposes of calculating liability under Section 7; and (D) Renewal pricing will be communicated to Customer by the Reseller in accordance with the terms Customer has with the Reseller prior to the renewal Subscription Term. FURTHER, FOR THE AVOIDANCE OF DOUBT, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT TO THE EXTENT THAT CUSTOMER PURCHASES PRODUCTS BY WAY OF A RESELLER, PANOSCAPE WILL ALLOW CUSTOMER TO USE THE PRODUCTS IN CONNECTION WITH THE SERVICES AS SET FORTH IN THIS AGREEMENT, BUT PANOSCAPE DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS OR PROVIDE SUPPORT THEREFOR, AND PANOSCAPE AND ITS AFFILIATES AND SUPPLIERS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR THE PRODUCTS INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.**

2.2 Products. Products that are provided pursuant to an applicable Sales Order under this Agreement will be the sole property of PanoScape or its licensors or service providers. Customer will have no rights whatsoever in or to the Products other than the right to use the Products during the Subscription Term as provided in Sales Order. Customer acknowledges and agrees that neither the Sales Order nor this Agreement will be deemed or construed as a lease or other grant or transfer of any real or personal property. Specifically, Customer acknowledges and agrees that Customer has not been granted any real property interest in any Products and Customer has no rights under any real property or landlord/tenant laws, regulations, or ordinances pursuant to this Agreement. Customer agrees that the Products remain the property of PanoScape and that is solely being provided "as a service" by PanoScape. PanoScape provides the Products on an "as

is" basis and does not offer any warranty, support or maintenance for the Products. The only available warranty for the Products is the warranty offered by the original manufacturer. PanoScape agrees to cooperate with Customer to the extent a warranty claim needs to be made with the original manufacturer. Customer agrees to maintain in good working order the Products and any other elements of the Products and Services that are on Customer's premises in order to enable full, proper, and complete function. Except to the extent caused by PanoScape, any and all damage to the Products and any other elements of the Products and Services that are on Customer's premises is Customer's sole responsibility (for example, in the event of physical damage to a display screen not caused by PanoScape, Customer is solely responsible for repairing or replacing the affected screen). Upon payment for use of the Products, PanoScape shall grant Customer a non-exclusive, non-transferable and non-sublicensable license for the Term (as defined below) to use the Products within the parameters associated with the applicable Subscription. Customer shall be solely responsible for securing all consents, licenses, waivers, approvals and permissions required by the owner of the Site(s) in which the Services will be in use and the Content will be displayed ("Consents") for the Term of the Subscription and for reasonable transition and remove of the Products thereafter. Customer represents and warrants that it has obtained all such Consents. Customer and not PanoScape shall also be solely responsible and liable for the use of the Services by End Users.

2.3 Subscriptions. Upon the issuance of a Sales Order, PanoScape shall grant to Customer a limited, non-exclusive, non-transferable, non-sublicenseable right to access the features and functions of the applicable SaaS Service ordered pursuant to a Purchase Order during the Subscription Term set forth in the corresponding Sales Order for use by Customer and its Authorized Users with the number of Sites identified on the Sales Order solely for Customer's internal business purposes, and for no other purpose. On or as soon as reasonably practicable after the date the Sales Order is issued, PanoScape shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and access protocols to allow Customer to create an Account (as defined below) and use the SaaS Service in conjunction with the Products during the Subscription Term solely for Customer's internal business purposes, and for no other purpose.

2.4 Customer Account. In order to use certain functionality of the SaaS Service, Customer may be provided with credentials to register for an account ("Account"). Customer is solely responsible for maintaining the security of the login credentials for its Account and Customer is fully responsible for all activities that occur under its Account. Customer is solely responsible for use of the Services by its Authorized Users. Customer agrees to immediately notify PanoScape of any unauthorized use of its Account, use of an Account in violation of this Agreement or any other breaches of security related to its Account. Customer is responsible for all telecommunications, internet, computers, controllers, and other equipment and services necessary to connect to and Account and/or use the Services.

2.5 Customer Content. Customer is fully responsible for the content, accuracy and completeness of Customer Content and Third Party Content that it provides to PanoScape, and any loss, liabilities or damages resulting therefrom. Customer represents and warrants that (i) Customer owns or has the necessary Consents and licenses to provide the Customer Content and/or Third Party Content to PanoScape, and (ii) the provision of the Customer Content and Third Party Content to, and use of the Customer Content and Third Party Content by, PanoScape as contemplated under this Agreement, will not infringe the Intellectual Property Rights of any third party. To the extent Customer provides any Customer Content relating to an identified or identifiable individual ("**Personal Data**") to PanoScape, or PanoScape obtains any Personal Data from Customer pursuant to this Agreement, PanoScape agrees that it (and/or its contractors) will

not knowingly collect, access, use, store, disclose, transfer or otherwise process (collectively, “**Process**” or “**Processing**”) any such Personal Data except (i) for the purposes of this Agreement, including without limitation, to implement and deliver the Services, provide customer support, and help Customer prevent or address service or technical problems, (ii) as expressly permitted by Customer in this Agreement or otherwise instructed by Customer, or (iii) as compelled by applicable law. Customer shall make such disclosures, obtain all Consents, provide such choices, implement such safeguards in compliance with, and otherwise comply with, any applicable law, rule or regulation regarding the Processing of Personal Data of any individual whose Personal Data is Processed in connection with Customer’s use of or access to the Services. By submitting Customer Content and/or Third Party Content to PanoScape, Customer grants to PanoScape a worldwide, royalty-free, license-fee free, and non-exclusive right to use, reproduce, display, modify, adapt and publish the Customer Content and Third Party Content for the purpose of providing Customer with the Services and performing its obligations under this Agreement, to improve the Services and other PanoScape products and services, and develop new products and services.

2.6 Customer Obligations.

2.6.1 During the Term of this Agreement, and for six (6) months thereafter, neither Customer nor its Affiliates shall for themselves (or shall they permit any third party on their behalf) or through any third party (directly or indirectly) (including by way of a separate entity or investment) purchase, use, license, distribute, sell or otherwise make available, or develop the same or a similar product or service or any product or service that competes with the Services.

2.6.2 Customer shall use the Services in compliance with all applicable laws, rules and regulations. Customer shall not nor shall Customer permit any third party on its behalf to: (i) execute or attempt to execute any computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs in the Content or SaaS Service; (ii) use the Services to store or distribute any information, material or data that is unlawful, harassing, threatening, infringing, libelous, obscene, or which violates the privacy or intellectual property rights of any third party; (iii) access or use the Services to compete against PanoScape or its Affiliates; (iv) access or use the Services for purposes of benchmarking or for other competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive products or services; (v) except as expressly permitted herein, make access to the Services, including through its Account, available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, the SaaS Service or any other applicable portion of the Services; (vii) interfere with or disrupt the integrity, security or performance of the Services; (viii) attempt to gain unauthorized access to the Services or any associated systems or networks; (ix) modify, make derivative works of, disassemble, decompile or reverse engineer the Services or any component thereof; (x) infringe upon the Intellectual Property rights of Provider or any third party; or (xi) use the Services or provide any Customer Content or Third Party Content that Processes any Protected Information or for any High Risk Activity. For purposes of this Agreement, “**Protected Information**” means (1) any patient medical or other health information protected by the Health Insurance Portability and Accountability Act or similar U.S. or foreign laws and regulations, (2) Cardholder Data, as that term is defined in the PCI standards, (3) information subject to regulation or protection by the Gramm-Leach-Bliley Act (or related rules or regulations), or (4) any special categories of personal data (as defined under applicable data protection and privacy laws, rules or regulations). For purposes of this Agreement, “**High Risk Activity**” means any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication

systems, air traffic control, medical or direct life support machines or systems, military use or weapons systems, or other management or operation of hazardous facilities or applications, or in any other inherently dangerous activity or activity for which failure could result in death, personal injury, or severe physical, property, or environmental damage.

2.7 PanoScape Obligations. PanoScape shall, at its own expense, provide for the hosting of the SaaS Service. Customer will need to supply PanoScape with an Internet hardline connection for communications, or Customer may elect to have PanoScape provide a cellular based communication device (i.e., Cradlepoint) so long as the cellular signal is strong enough to support such device and subject to additional fees. PanoScape shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures in accordance with its established data security policies and practices with respect to the Products and Services.

2.8 Affiliates. The parties agree that their respective Affiliates may also conduct business under this Agreement, and if applicable, subject to additional and/or alternative terms and conditions to those contained in this Agreement as may be mutually agreed upon and set forth in a Sales Order issued by PanoScape which incorporates the terms and conditions of this Agreement. Accordingly, where Affiliates of the parties conduct business hereunder, references to Customer herein shall include any applicable Customer Affiliate, and references to PanoScape herein shall include any applicable PanoScape Affiliate. The parties agree that where either of them or one of their Affiliates enters into a Sales Order with an Affiliate of the other party, that such Affiliate shall be solely responsible for performing all of its obligations under this Agreement in connection with such Sales Order.

3 **PAYMENTS AND INVOICES; TAXES.**

3.1 Payment. PanoScape will invoice Customer for the fees due under each Sales Order and except as otherwise set forth in the Sales Order, Customer will pay such fees within thirty (30) days after the date of the applicable invoice. All payments shall be made in United States dollars. Failure to pay an invoice in the stipulated period shall permit PanoScape, without further notice and without prejudice to any other rights it may have, to cancel any discount which may have been granted to Customer on the applicable invoice or future invoices, as well as to charge interest equal to the maximum allowed by an applicable law, for the full duration of the payment delay. PanoScape reserves the right at any time to require full or partial payment in advance of delivery. No part of any amount payable to PanoScape hereunder may be reduced due to any counterclaim, charge back, offset, adjustment, withholding or other right which Customer may have against PanoScape. In the event PanoScape is required to bring legal action to collect delinquent payments, Customer agrees to pay reasonable attorneys’ fees and costs of collections and related actions or suits. Except as otherwise expressly provided in this Agreement, any and all payments made by Customer pursuant to this Agreement or any Sales Order are non-cancelable and non-refundable.

3.2 Tiles; Advertising. The Products enable the placement of content within tiles (“**Tiles**”) that are visible to individuals or entities interacting with the Products, including, without limitation, Customer’s customers or visitors who interact with the Products. Customer understands and agrees that the Products will consist of the number of Tiles per display and per wall set forth in the applicable Sales Order. The Sales Order will also set forth the breakdown of the number and percentage of Tiles and content Customer will be allocated for use solely for Customer’s activities (i.e., activities or attractions that are solely offered by Customer and solely to occur on Customer’s premises). Customer is responsible (while closely collaborating with PanoScape) for procuring the content for all other Tiles (which may include, but is not required to include, an opportunity for Customer to purchase the right to use additional Tiles from PanoScape for its own

purposes, at an additional cost). PanoScape will have the right to reject, in its sole discretion, any proposed content for the Tiles. To the extent that Customer desires to include Third Party Content and/or the promotion of activities or attractions to occur off Customer's premises within the Tiles, to ensure proper function and quality, the integration will be subject to PanoScape's prior review and approval and may be subject to additional fees; when and if approved, such promotions and Third Party Content will be displayed by PanoScape within the Products in a manner so approved by PanoScape. Customer will reasonably cooperate with PanoScape with respect to use of the Tiles for purposes of full-wall advertisements. To the extent the parties agree in a Sales Order to include a Revenue Share, all gross revenue (without any deductions or holdbacks of any kind) generated from display advertising on the Tile wall at Customer's premises, sponsorships related to the Tile wall at Customer's premises, photo booths and activities related to the Tile wall at Customer's premises, and interactions with the Tile wall at Customer's premises will be split as set forth in the applicable Sales Order ("**Revenue Share**"). Customer hereby grants to PanoScape all necessary rights and interests necessary for PanoScape to fully generate, collect, and realize revenue in relation to the Tiles, including, without limitation, with respect to the sale of advertising. Conflicts with the foregoing notwithstanding, all gross revenue generated from, arising from, or relating to the PanoScape Content, if any, will remain the sole property of PanoScape. Customer acknowledges and agrees that in relation to the operation of the Tiles, PanoScape may elect to post certain legal documents or disclosures within the Tiles, including, without limitation, privacy policies, terms of use, and contest rules. Customer agrees to fully cooperate with PanoScape's posting and maintenance of all such legal documents and disclosures. Customer's approval of advertisers is required ahead of entering any negotiations or agreements for placement of advertising. Each party shall provide advertising hereunder in accordance with applicable laws, rules and regulations. Further, if applicable, each party will provide a report to the other party each month during the Term of the Agreement and upon expiration or termination (for so long as advertising revenue is received) with a break-down of the revenue received along with the payable Revenue Share. If applicable, Revenue Share payments shall be made no later than thirty (30) days of the end of each month in which the advertising was displayed by way of the Services. Revenue Share payments, if any, shall be paid without offset or setoff.

3.3 **Taxes.** All fees stated on any Sales Order are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components of the Products or Services, if any, purchased by Customer under this Agreement (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of PanoScape or any of its Affiliates. Unless Customer provides PanoScape with a valid state sales, use or excise tax exemption certificate, Customer will pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of Products and/or Services under this Agreement, Customer shall increase the sum paid to PanoScape by an amount necessary for the total payment to PanoScape equal to the amount originally invoiced.

3.4 **Audit.** Each party has the right, during the Term and for two (2) years thereafter, to reasonably request copies of relevant information from the other party's books and records with respect to any reporting or payment obligations to the other party hereunder (including applicable customer acquisition, cost per scan or revenue share payments).

4 CONFIDENTIAL INFORMATION.

4.1 **Confidential Information.** "**Confidential Information**" means any and all information (whether in written, oral, electronic or other form) designated by either party as confidential or proprietary,

all information or data concerning or related to the products, processes, or business operations (including sales, costs, profits, pricing methods, organization, and employee, consultant and customer lists) of each party, and any other information that is of such a nature that a reasonable person would believe it to be confidential or proprietary, in each case, whether such information is obtained from the other party or its Affiliates or otherwise prepared or discovered in the performance of its obligations under this Agreement. Confidential Information of PanoScape also includes the Products and/or Services, and with respect to the information, Products and/or Services provided under this Agreement, computer programs, technical drawings, marketing materials, graphical user interface designs, algorithms, know-how, formulas, processes, ideas, research, product plans, development, inventions (whether patentable or not), schematics and other non-technical and technical plans and other information of PanoScape. Confidential Information also includes any notes, summaries, analyses of the foregoing that are prepared by the receiving party.

4.2 **Confidentiality Obligations.** The parties shall at all times, both during the Term (as defined below) and thereafter keep in trust and confidence and not disclose to any third party all Confidential Information of the other party using commercially reasonable care, but in no event less than the same degree of care that the receiving party uses to protect its own Confidential Information, and shall not use such Confidential Information other than as necessary to perform its obligations under this Agreement. Neither party shall disclose any Confidential Information of the other party to third parties other than to Affiliates or as necessary to perform its obligations under this Agreement without the other party's prior written consent, provided that each party shall be allowed to disclose Confidential Information of the other party to the extent that such disclosure is approved in writing by such other party, necessary to enforce its rights under this Agreement, or to accountants, attorneys, independent contractors and Affiliates pursuant to terms and conditions of a confidentiality agreement no less protective of the parties as those set forth herein.

4.3 **Exceptions.** The obligations of confidentiality set forth in this Section 4 shall not apply to information which: (i) has entered the public domain or is otherwise publicly available, except where such entry or availability is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party independently and without reference to or any use of any of the Confidential Information of the disclosing party as evidenced by appropriate documentation.

4.4 **Required Disclosures.** Notwithstanding anything to the contrary herein, each party may disclose the other party's Confidential Information in order to comply with applicable law and/or an order from a court or other governmental body of competent jurisdiction, only if such party: (i) unless prohibited by law, gives the other party prior written notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party written notice of such disclosure promptly after complying with that order; and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, or confidential treatment, or taking other measures to oppose or limit such disclosure. Each party shall not release any more of the other party's Confidential Information than is, in the opinion of its counsel, reasonably necessary to comply with an applicable order.

4.5 **Feedback.** Customer, Customer's Affiliates, and their respective Authorized Users may volunteer feedback to PanoScape and/or its Affiliates about the Products and/or Services ("**Feedback**"). PanoScape and its Affiliates shall own and be entitled to use such Feedback, for any purpose and without any duty to compensate or

provide attribution to Customer or its Affiliates, so long as the Feedback does not identify Customer, any Affiliate, or any Authorized User.

4.6 Equitable Relief. A breach or threatened breach by either party of this Section 4, as well as of Sections 2.6, 5.3 and/or 5.4 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

5 WARRANTIES; DISCLAIMER; OWNERSHIP.

5.1 Limited Warranty. PanoScape represents and warrants that during the Term, the Products will perform in substantial accordance with the Documentation. Further, PanoScape represents and warrants that it has the right to provide the SaaS Service and that the SaaS Service will operate substantially in accordance with its Documentation. PanoScape's sole obligation, and Customer's exclusive remedy for a breach of the foregoing shall be for PanoScape to correct any failure in accordance with the Support Services set forth in Exhibit A attached hereto. The foregoing warranty does not apply to any Product or if the SaaS Service, or any portion thereof: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used with or on equipment, products, or systems not provided by or meeting specifications identified by PanoScape in the Documentation. Additionally, the warranties set forth herein only apply when a written notice of a warranty claim is provided to PanoScape during the applicable Term, and do not apply to any Third Party Content or any bug, defect or error caused by or attributable to software or hardware not supplied by PanoScape.

5.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND PANOSCAPE MAKES NO WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS OR SERVICES OR ANY PANOSCAPE CONTENT OR MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, PANOSCAPE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR SERVICES AND ANY PANOSCAPE CONTENT OR MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS AND SERVICES AND ANY PANOSCAPE CONTENT OR MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH RISK ACTIVITY.

5.3 PanoScape Ownership. Subject to the limited license rights granted in this Agreement, PanoScape and its licensors own and retain all right, title and interest in and to, including all Intellectual Property Rights embedded therein and thereto, the Services, PanoScape Content, Output, Usage Data and PanoScape Confidential Information, and Customer acknowledges that it neither owns nor acquires any Intellectual Property Rights in or to the foregoing or any licenses to any software used to provide the Services. All rights not granted by PanoScape hereunder are expressly reserved.

5.4 Customer Ownership. Subject to the rights granted in this Agreement, Customer owns and retains all right, title and interest in and to the Customer Content and Customer Confidential Information, and PanoScape acknowledges that it neither owns nor acquires any rights in and to the foregoing not expressly granted by this Agreement.

6 INDEMNITY.

6.1 PanoScape Indemnity. PanoScape will, at its expense, defend and indemnify Customer against any third party claim arising out of PanoScape's gross negligence or willful misconduct in connection with this Agreement or any claim against Customer brought by a third party alleging that the Services, used within the scope of and in compliance with the Agreement, infringe a third-party copyright or patent (a "**Covered Claim**") and will pay for all costs, damages, and expenses finally awarded by a court of competent jurisdiction or agreed to by PanoScape in a settlement of such Covered Claim. In the event that PanoScape anticipates that the Services may or do become subject to Covered Claim, PanoScape shall have, at its sole discretion, the right to: (i) obtain for Customer the right to continue using the affected Services; (ii) substitute the affected Services with another substantially similar offering; or (iii) without being in breach of the Agreement, terminate Customer's right to use the applicable Services and terminate all affected Sales Orders including the revocation of any right Customer has to access or use or otherwise exercise or grant any additional rights, as applicable, with respect to the infringing portion of the Services. PanoScape, however, will have no obligation to indemnify or defend Customer to the extent any claim or resulting award is based upon or results from: (i) the failure of Customer to use, within thirty (30) days of Customer's receipt of notice from PanoScape regarding the availability of such update, an update that addresses the infringement, or an update that would have avoided the infringement claim; (ii) a modification of any Products and/or Services that is not performed by or on behalf of PanoScape where there would be no infringement claim but for such modification; (iii) the combination, operation, or use of any Products and/or Services with any other products, services or equipment not provided by PanoScape or branded as PanoScape products or services, where there would be no infringement claim but for such combination; or (iv) use of any Products and/or Services in breach of the terms and conditions of this Agreement where without such breach, there would be no infringement claim (each of the foregoing, an "**Excluded Claim**"). The obligations of PanoScape in this Section 6.1 are conditioned upon Customer (i) notifying PanoScape promptly in writing of any threatened or pending Covered Claim, provided that failure to provide such notice will only relieve PanoScape of its obligations under this Section 6.1 to the extent its ability to defend or settle an applicable Covered Claim is materially prejudiced by such failure to provide notice, (ii) giving PanoScape, at PanoScape's expense, reasonable assistance and information requested by PanoScape in connection with the defense and/or settlement of the Covered Claim, and (iii) tendering to PanoScape sole control over the defense and settlement of the Covered Claim. Customer will not, without the prior written consent of PanoScape, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Covered Claim. THE FOREGOING PROVISIONS OF THIS SECTION 6.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PANOSCAPE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

6.2 Customer Indemnity. Customer shall defend, hold harmless, and indemnify PanoScape, its Affiliates, officers, directors, third-party service providers, and employees from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of: (i) Excluded Claims; (ii) Customer's gross negligence or willful misconduct; (iii) or (iii) Customer's unlawful or unauthorized use of the Products and/or Services; and (iv) any claim against PanoScape brought by a third party alleging that the Customer Content infringes third-party Intellectual Property Rights and will pay for all costs, damages, and expenses finally awarded by a court of competent jurisdiction or agreed to by Customer in a settlement of such claim. PanoScape will be entitled to participate in its defense at its own expense with counsel of its own

choosing. The indemnitee under this Section 6.2 agrees to promptly notify Customer, in writing, of any claim for which it seeks indemnification under this Section 6.2. Customer shall have sole control of the defense of any such action (and all negotiations for its settlement or compromise). The indemnitee agrees to provide Customer with all information and assistance reasonably required for the defense of the claim. The indemnitee shall not settle any claim without Customer's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

7 LIMITATION OF LIABILITY.

EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4, A BREACH BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (A) NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) PANOSCAPE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO PANOSCAPE UNDER THIS AGREEMENT FOR THE PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENTS THE AGREED UPON AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF PANOSCAPE FOR THE PRODUCTS, SERVICES AND/OR SUPPORT SERVICES PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8 TERM AND TERMINATION.

8.1 Term. This Agreement will commence on the Effective Date and, unless earlier terminated in accordance with Section 8.2 below, continue in force and effect until the later of expiration or termination of the then-current Subscription Term ("**Term**"). The initial Subscription Term of the Services will commence on the start date set forth in the applicable Sales Order and expire in accordance with the start date and end date set forth on the applicable Sales Order, unless earlier terminated in accordance with Section 8.2 below. Thereafter, each Subscription Term shall automatically renew for periods equal to the initial Subscription Term at then-current fees (or for a longer period as may be set forth on a renewal Sales Order executed by the parties) unless terminated by either party by providing notice to the other party not less than sixty (60) days prior to the end of the then-current Subscription Term.

8.2 Termination. PanoScape may terminate this Agreement or any Subscription if: (a) Customer fails to pay any invoice submitted by PanoScape within thirty (30) days after its due date; (b) Customer breaches this Agreement in any material respect in the performance of any obligations and fails to cure such breach within thirty (30) days after PanoScape has provided notice; (c) Customer becomes insolvent or becomes the subject of any proceeding under the U.S. Bankruptcy Code; or (d) Customer violates any federal, state, or local law, rule or regulation in its use of the Products and/or Services. Customer may terminate this Agreement in the event of a material breach by PanoScape not cured by PanoScape within thirty (30) days following written notice to PanoScape stating the material breach. For the avoidance of doubt, termination of this Agreement will result in the termination of all Subscriptions and Sales Orders.

8.3 Effect of Termination; Survival. Upon the expiration or termination this Agreement, (i) Customer shall have no further rights under any affected Subscriptions and PanoScape will immediately discontinue all access to the Services; and (ii) any payment obligations accrued under this Agreement, as well as the provisions of Sections 1, 3, 4, 5, 6, 7, 8.3, 8.4 and 9 of this Agreement will survive such expiration or termination. Further, upon expiration or termination, upon request, each party will promptly return or destroy the Confidential Information of the other party in its (including its Affiliates and contractors) possession and control. In addition, upon expiration or termination of this Agreement, upon Customer's written request, PanoScape will provide any Customer Content stored in the SaaS Service to Customer in PanoScape's standard database export format, at no additional charge. Customer must submit such written request to PanoScape within forty-five (45) days of termination of this Agreement. PanoScape is not obligated to maintain or provide any Customer Content after the expiration of such forty-five (45) day period and will, unless legally prohibited, delete all Customer Content in its systems or otherwise in its possession or under its control.

8.4 Risk of Loss; Return of Products. Risk of loss for any Products shall transfer to Customer upon the completion of installation. Customer shall be liable to PanoScape for all damage, normal wear and tear excepted. If the applicable Subscription Term has expired, Customer shall provide prompt reasonable access to PanoScape to the Products for removal. Upon termination, Customer shall allow for PanoScape's immediate removal of the Products and Services that are on Customer's premises. If Customer fails to provide such reasonable access to PanoScape for the removal of the Products within thirty (30) days of expiration of the Subscription Term or as mutually agreed to by the parties, then PanoScape will invoice Customer for such Products at a rate based on then-current or last suggested retail price, as applicable, and Customer agrees to pay such invoice in accordance with the payment terms in this Agreement.

9 MISCELLANEOUS.

9.1 Insurance. PanoScape agrees to the following insurance requirements:

Coverage. Without limiting PanoScape's liability to Customer, during the Term, PanoScape, at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to Customer. PanoScape shall require each of its subcontractors to adhere to these same requirements or shall insure the activities of its subcontractors in its insurance policies. PanoScape shall be solely responsible for, and required to remedy all, damage or loss to any property caused in whole or in part by PanoScape, its subcontractor(s), or anyone employed, directed, or supervised by PanoScape. The required insurance coverage shall be issued by an insurance Customer or companies with a current A.M. Best Customer rating of at least A:VII. The minimum coverage required is as follows:

Commercial General Liability Insurance (occurrence form):

With limits of at least US \$1,000,000 each occurrence and US \$2,000,000 aggregate for property damage and bodily injury.

Workers' Compensation Insurance:

Limits as required by statute in the state(s) where work and/or Services are performed. The workers' compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers, or LLC members.

Employers' Liability Insurance:

US \$1,000,000 each accident and each employee for disease.

Business Automobile Liability Insurance:

US \$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use

of any motor vehicle whether owned, non-owned, hired or leased.

Umbrella/ Excess Liability Insurance:

US \$2,000,000 each occurrence / aggregate. The umbrella/excess liability insurance policies must be follow form of the primary commercial general liability, automobile liability and employers' liability policies.

Technology Errors & Omissions / Network Security Insurance & Privacy Liability Insurance including notification costs:

US \$1,000,000 coverage each event/aggregate.

Professional Liability Insurance or Errors & Omissions Insurance:

US \$1,000,000 each claim/aggregate.

Employment Practices Liability Insurance including third-party liability coverage:

US \$1,000,000 each claim and in the aggregate all claims.

Certificates of Insurance. Upon execution of this Agreement and thereafter upon request, PanoScape shall furnish Customer with certificate(s) of insurance evidencing the required insurance coverage set forth in this Agreement.

Insurance Requirements Are Not Limits. The foregoing requirements and any approval or waiver of said insurance by Customer are not intended to and will not in any manner limit or qualify PanoScape's liabilities, whether imposed by applicable law or assumed pursuant to the Agreement, including but not limited to the provisions concerning indemnification. Customer in no way warrants that the minimum limits contained herein are sufficient to protect PanoScape from liabilities that might arise out of the performance of the work and/or Services under this Agreement by PanoScape or its agents, representatives, employees or subcontractors, and PanoScape is free to purchase such additional insurance as may be determined necessary.

9.2 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to assume and satisfy the obligations of the assigning party under this Agreement, or (ii) a successor in interest (that agrees to assume and satisfy the obligations of the assigning party under this Agreement) in connection with a reorganization, reincorporation, change of control, merger, acquisition or sale of all or substantially all of the assigning party's assets or equity. Any assignment in violation of this Section 9.2 shall be null and void and of no force or effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective permitted successors and assigns.

9.3 **Anti-Corruption.** Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws. Each party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person.

9.4 **California Consumer Privacy Act (CCPA).** PanoScape is a "Service Provider" as such term is defined under §1798.140(v) of the CCPA. As such PanoScape shall not retain, use or disclose any personal information (as defined in the CCPA) received from Customer during the Term of this Agreement for any purpose other than the specific purpose of providing the Products and Services specified in this Agreement, for such other business purpose as is specified in this Agreement or as otherwise instructed by Customer.

9.5 **Publicity.** PanoScape shall be entitled to identify Customer as a customer of the Products and/or Services on its website and other promotional materials, provided, however, that neither party will otherwise name the other party in any press release or in any public statement or other marketing or promotions materials without the other party's prior approval. Without PanoScape's prior written approval, Customer shall not, in any manner, use PanoScape's names, logos, service mark or trademark marks.

9.6 **No Third Party Beneficiaries.** The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.7 **Export Control.** Customer is now and will remain in the future compliant with all applicable export control laws and regulations, and will not export, re-export, otherwise transfer any PanoScape Products, Services or technology, or disclose any PanoScape technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to the Products may in certain circumstances be considered a re-export of such Products, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

9.8 **Force Majeure.** Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, pandemics or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay; provided, however, that if a party is prevented or delayed from performing such obligations for more than ninety (90) days, as an exclusive remedy, the other party may terminate this Agreement upon thirty (30) days' written notice.

9.9 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, exclusive of its choice of law principles. The state and federal courts located in DuPage County, Illinois shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. THE PARTIES HEREBY CONSENT TO JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN THE STATE OF ILLINOIS, AND HEREBY WAIVE ANY DEFENSE BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, OR THE LACK OF PERSONAL JURISDICTION IN ANY ACTION OR SUIT ARISING FROM SUCH DISPUTE WITH JURISDICTION AND/OR VENUE SO SELECTED.

9.10 **Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any

delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

9.11 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person, via overnight courier, or by email, to the recipient at its address specified in the applicable Sales Order. Notices to PanoScape shall be sent with an email copy to: Jeremiah Fitzgerald at jf@panoscape.com. Either party may from time to time change its address for notices under this Section 9.11 by giving the other party notice of the change in accordance herewith.

9.12 Usage Data. The Product(s) and Services may provide usage data to PanoScape or which is collected by PanoScape which may include statistical and other information about Customer’s configuration and use of the Products and/or Services, such as type and version, performance and feature usage, and anonymized and aggregated information about the Services from the Customer Content that it collects from customers. Such usage data will not include any Customer Confidential Information or Personal Data (“**Usage Data**”). PanoScape uses such data internally for security, support, product and operations management, research and development.

9.13 Independent Contractors. In making and performing this Agreement, Customer and PanoScape act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to

create an agency, joint venture, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of the other party.

9.14 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the parties and will be modified to the extent necessary to make such provision valid and enforceable.

9.15 Entire Agreement; Amendment. This Agreement, together with its attachments, exhibits and any Sales Orders issued by the parties, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes and governs, all prior proposals, agreements, or other communications between the parties, oral or written, or otherwise, regarding such subject matter. This Agreement shall not be modified except by a written amendment which is signed on behalf of PanoScape and Customer by their duly authorized representatives.

9.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a scanned copy will have the same force and effect as execution of an original, and a scanned signature will be deemed an original and valid signature.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

PANOSCAPE HOLDINGS, LLC

CUSTOMER: _____

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A Support Services

PanoScape Support provides personalized service with high response and resolution commitment levels, which include:

- Email support - Support@PanoScape.com
- Dedicated customer contact
- 24/7 support for critical issues
- Commitments for improved response and resolution times

1. Ways to Contact Us

a. EMAIL – Primary and quickest response method

Support@PanoScape.com

b. PHONE NUMBER

US: 331-225-0702

2. Hours of Operation

a. Business hours (available for all support issues)

US CST: Monday – Friday, 9:00 am - 5:00 pm

b. Out-of-hours critical (P0) calls

For critical (P0) issues only, the support call numbers below are available outside of business hours.

630.660.8239 – Matthew Mascheri
312.852.5600 – Jeremiah Fitzgerald
630.464.8369 – Jason Mascheri

3. Priority Levels and Response Times

An “Issue” is a technical problem in the accessibility or performance of a function or component of PanoScape which is under PanoScape’s control.

Issues do not include problems caused by: (i) network modification(s); (ii) any problem attributable to Customer site(s) made by Customers (iii) any third-party service provider of Customer or any use by Customer of third party services or Third Party Content; (iv) any downtime event set forth in Section 4(g) below.

Issues fall into several priority categories, each of which is defined below. The priority of an Issue will be determined by PanoScape Support personnel, subject to the following guidelines:

4. Definitions

a. **Availability / available:** means Customer’s end users’ access to the PanoScape Tiles.

PRIORITY LEVEL	Description	Response Time	Resolution
P0 - Critical	<p>Full PanoScape wall and all Tiles have completely ceased to function. This is defined as:</p> <p>All displays on all Tiles of a PanoScape wall do not display ANY Customer content.</p> <p>All displayed customer content is entirely inaccessible to end users.</p>	<p>2 business hours</p> <p>6 hours for out of hours critical calls</p>	48 business hours
P1 - High	<p>Impact on end user experience on PanoScape walls. This is defined as:</p> <p>Tiles not opening. No interactivity when touching any display.</p>	6 business hours	3 business days
P2 - Medium	<p>PanoScape wall is functioning, but the end user experience is degraded. This is defined as:</p> <p>QR codes displayed on Tiles are not working. Incorrect graphics, text and / or videos are being displayed.</p>	8 business hours	5 business days
P3 - Low	<p>Issues that do not fall under any of the above severity levels and that do not have any significant impact on the ability to use PanoScape walls, features and functionalities.</p>		Reasonable period of time

b. **First response:** occurs when an Issue has been reported and the PanoScape personnel assigned to the case commences efforts to diagnose the Issue.

c. **Response time:** the time between the receipt of Customer's report on an Issue, until first response.

d. **Resolution time:** time from first response until its resolution.

e. **Maintenance window:** Customer will be contacted at least 48 hours prior to any scheduled system maintenance.

f. **Planned outage(s):** scheduled system maintenance to the services communicated to Customers in advance that may cause the PanoScape Solution to be un-available.

g. **Downtime event:** (1) any outages of any public Internet backbones, telecommunications, networks, servers or other utilities, (2) any failure of Customer’s equipment, systems or local access services, (3) planned outages, or (4) any force majeure event or problems beyond PanoScape’s reasonable control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in internet services to an area where PanoScape’s or Customer’s servers are located or co-located.

5. Escalation procedure

In case of a need to escalate the issue then please contact:

a. 1st level of escalation: PanoScape Customer Support

b. 2nd level of escalation: PanoScape VP of Technology

c. 3rd level of escalation: PanoScape Senior Leadership